



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **AS-0**
73961
Amendment 1

June 12, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**BELVEDERE GARBAGE DISPOSAL DISTRICT
SUPERVISORIAL DISTRICT 1
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE BELVEDERE GARBAGE DISPOSAL DISTRICT:**

1. Find that the additional contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve the enclosed Amendment 1 to Contract No. 73961 with Consolidated Disposal Service, LLC, extending the contract for Belvedere Garbage Disposal District only as to Task Two (cleanup of unauthorized refuse deposits) on a month-to-month basis for up to 12 months, effective July 1, 2007, not to exceed an annual sum of \$161,448 (\$13,454 monthly), which includes an estimated cost-of-living adjustment of 2.5 percent for the year 2007. Funds are available in Fiscal Year 2007-08 Road Fund budget.
3. Delegate authority to the Director of Public Works or his designee to annually expend up to an additional 25 percent of the annual contract sum for any unforeseen, additional work within the scope of work of the contract, if required.
4. Authorize the Director to execute this amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 23, 2002, Synopsis 23, your Board awarded Contract No. 73961 to Consolidated Disposal Service, LLC, for the automated collection of refuse, recyclables materials, and green waste generated by all residences, commercial operations and their management, transportation, and disposal or diversion (Task One); and for the weekly cleanup of unauthorized dumping in the District's street and alley rights of way (Task Two). This contract is scheduled to end on June 30, 2007.

The purpose of this action is to continue (Task Two) the weekly cleanup of rights of way for up to an additional 12 months from July 1, 2007. The continuation of these services will help to prevent blight by ensuring that streets and alleys within the service area are in a reasonable state of cleanliness. Public Works is currently preparing a solicitation for the street and alley cleanup services. On May 29, 2007, Agenda Item 70, your Board approved the award of a separate contract for the automated collection and disposal or diversion of refuse, recyclables materials, and green waste in the District.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Service Excellence because refuse and debris cleanup protect the environment and the health and safety of the District's residents.

FISCAL IMPACT/FINANCING

The requested total maximum amount of \$161,448 (\$13,454 monthly) for the 12-month period is based on the current rate for Task Two services with an estimated cost-of-living adjustment of 2.5 percent for the year 2007. Financing for these services is included in Fiscal Year 2007-08 Road Fund budget.

The cost-of-living adjustment included in the contract amount in order to adjust the monthly payments commensurate with increases in fuel and related expenses, in accordance with the Board's policy.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this amendment, which will be substantially similar to the enclosed form, the contractor will sign and County Counsel will review it as to form.

The Honorable Board of Supervisors
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This amendment will continue the current contract's specifications and conditions for Task Two.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from CEQA pursuant to Section 15301 of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of this amendment will not result in the displacement of any County employees as these services are currently being contracted with the private sector.

CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

SAMPLE AMENDMENT 1 TO CONTRACT NO. 73961

BELVEDERE GARBAGE DISPOSAL DISTRICT

THIS AMENDMENT, made and entered into as of this _____ day of _____, 2007, by and between the County of Los Angeles Board of Supervisors, acting as the governing body of the BELVEDERE GARBAGE DISPOSAL DISTRICT (hereinafter referred to as DISTRICT) and Consolidated Disposal Service, LLC, a subsidiary of Republic Services, Inc., (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 73961 was entered into between the DISTRICT and the CONTRACTOR on April 23, 2002, for the automated collecting; transporting; and disposing/managing of separate refuse, recyclable materials, and green waste generated by all residences, multifamily residences, businesses, and commercial/industrial establishments (Task One); and for the weekly cleanup of all streets and alleys rights of way (Task Two) as directed within the DISTRICT; and

WHEREAS, the DISTRICT wishes to continue just Task Two services for collecting, transporting, and disposing refuse and debris from all streets and alleys within the boundaries of the District, on a month-to-month basis up to an additional 12 months; and

WHEREAS, the County of Los Angeles has adopted or revised policies on CONTRACTOR mergers/acquisitions, CONTRACTOR assignments, CONTRACTOR debarment, limitation on payments, who may order work, CONTRACTOR responsibility in monitoring contract expenditures, Safely Surrendered Baby Law, and Jury Service Program; and

WHEREAS, the CONTRACTOR is willing to perform these refuse and debris cleanup services, on a month-to-month basis up to an additional 12 months under all the terms as set forth in Contract No. 73961, and this AMENDMENT.

NOW, THEREFORE, in consideration of these facts and payment to be made by the DISTRICT, the DISTRICT and the CONTRACTOR agree that Contract No. 73961 between them shall be amended as follows:

FIRST: The Contract is hereby amended to provide that the CONTRACTOR shall continue to perform refuse and debris cleanup services on all streets and alleys within the boundaries of the DISTRICT as shown on Exhibit A. The monthly charge for performing these services will be \$13,454 per month, as set forth in the Schedule of Prices attached hereto as Form PW-2, plus an estimated cost-of-living adjustment of 2.5 percent for a total amount for the 12-month period that shall not exceed \$161,448 (Maximum Contract Sum), or such greater amount as the Board may approve.

SECOND: This AMENDMENT will become effective on July 1, 2007, and continue on a month-to-month basis for a period not to exceed 12months.

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THIRD: The Contract, Part III, Standard Terms and Conditions, Paragraph C, Assignment, is amended in its entirety to read as follows:

The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims that the CONTRACTOR may have against the County.

Shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default of the CONTRACTOR.

FOURTH: The Contract Part II General Requirements, Paragraph Q, Contractor Debarment, is amended in its entirety as follows:

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the CONTRACTOR on this or other contracts, which indicates that the CONTRACTOR is not responsible, the County may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the County.

The County may debar a CONTRACTOR if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission that negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the County, any other public entity, a nonprofit corporation created by the County, or engaged in a pattern or practice that negatively reflects on same; (3) committed

an act or offense, which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment, and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and

recommendation of the Contractor Hearing Board.

These terms shall also apply to subcontractors of the CONTRACTOR.

FIFTH: Part III of the Contract is amended by adding the following Paragraph Q, Limitation on Payments:

In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

SIXTH: Part III is amended by adding the following, Paragraph R, Only the Contract Manager May Order Work:

The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of the Maximum Contract Sum.

SEVENTH: Part II, General Requirements is amended at Section II by adding the following Paragraph S, Public Works Contract Manager:

Public Works Contract Manager for the DISTRICT will be Mr. Ricardo Gordillo at (562) 869-1176, e-mail address: RGordill@dpw.lacounty.gov, Monday through Friday, 8 a.m. to 4 p.m. The Contract Manager is the only person authorized by Public Works to request work of the CONTRACTOR. From time to time, Public Works may change Contract Manager. The CONTRACTOR will be notified in writing when there is a change in a Contract Manager.

EIGHTH: Part III is amended by adding Paragraph S, Contractor's Responsibility to Monitor Expenditures:

CONTRACTOR shall not perform or accept work requests from the Contract Managers or any other person that will cause the Maximum Contract Sum to be exceeded. CONTRACTOR shall monitor the balance of the Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and services ordered reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing.

NINTH: Part III is amended by adding Paragraph T, Notice to Employees Regarding Safely Surrendered Baby Law:

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is enclosed as Exhibit A and is also available on the Internet at www.babysafela.org for printing purposes.

The CONTRACTOR acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

TENTH: Part I, Section 5, Method of Payment is amended by adding Paragraph B.7, No Payment for Services Following Expiration or Termination of Contract:

The CONTRACTOR shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the CONTRACTOR. This provision shall survive the expiration, or other termination of this Contract.

ELEVENTH: Part III has been amended by adding Paragraph U, CONTRACTOR Employee Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

1. Unless the CONTRACTOR has demonstrated to the County's satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employee deposit any fees received for such jury service with the CONTRACTOR or the CONTRACTOR deducts from the employee's regular pay the fees received for jury service.
2. For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation, or other entity, which has a contract with the County or a subcontract with a County CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) CONTRACTOR has a long-standing

practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the CONTRACTOR is not required to comply with the Jury Service Program when this Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the County if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the CONTRACTOR demonstrate to the County's satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

The CONTRACTOR'S violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the CONTRACTOR from the award of future County contracts for a period of time consistent with the seriousness of the breach.

TWELFTH: Notwithstanding any other provision of the Contract, The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI). July 1, 2007 shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date.

However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted. Where the County decides to grant a cost of living adjustment (COLA) pursuant to this paragraph for contract option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

THIRTEENTH: All other terms, requirements, specifications, and conditions relating to Task Two of the original Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the DISTRICT has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

BELVEDERE GARBAGE DISPOSAL
DISTRICT

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

CONSOLIDATED DISPOSAL SERVICE, LLC

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name